

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 2026, by and between **Sean Stanearth**, individually (hereinafter "**Stanearth**") and the **City of Sunbury**, an Ohio Municipal Corporation (hereinafter "**Sunbury**").

1. Sunbury shall employ Stanearth as and for Assistant City Manager for a period of two years commencing on the ____ day of _____ 2026. Stanearth may terminate this Agreement at any time upon sixty (60) days written notice to the City. This agreement shall be renewable for an additional one-year term unless either party gives written notice of that party's intention not to renew at least 60 days prior to the expiration of the two-year term.
2. Stanearth, as Assistant City Manager, shall work under the direct supervision and control of the City Manager and shall have all powers and duties as conferred by the City Manager. In addition, Stanearth will have such other specific duties and responsibilities as may be provided for by ordinance which will be carried out under the general supervision of the Manager. Except as specifically modified herein, Stanearth as Sunbury Assistant City Manager shall be subject to and abide by all applicable provisions of Chapter 139 of the Sunbury Codified Ordinances.
3. The normal expected work schedule of Stanearth as Sunbury Assistant City Manager shall be Monday through Friday, 8:00 A.M. through 4:30 P.M. In addition, Stanearth, as Assistant Manager, shall be expected to attend Sunbury Council meetings and committee meetings at the request of the City Manager, a majority of Council or a majority of the respective committee.
4. Stanearth, as Sunbury Assistant City Manager, shall be paid an annual salary of \$130,000 dollars per year for the first year. Wages for the second year will be set based on performance following an annual performance review, plus benefits in accordance with his status as an exempt employee, exclusive of overtime compensation to which he shall not be entitled. No deductions from pay will be made which violate the Fair Labor Standards Act requirements for exempt employees. Said salary shall be paid to coincide with the pay periods of other Sunbury employees. Stanearth shall be eligible to participate in all Sunbury benefit programs not specifically set forth above as being ineligible for participation and except the city's medical health insurance plan as described below. Pay shall be bi-weekly to coincide with other Sunbury employees.
5. Stanearth has elected to decline participation in the City's medical health insurance plan and instead maintain a self-insured family medical plan:
 - a. In lieu of participation in the City's medical insurance plan, the City shall further compensate Stanearth in an amount equal to the City's then current employer contribution for family medical coverage.
 - b. The additional compensation shall be equal to other current employer contributions for family medical coverage and does not include dental or vision coverage.
 - c. The additional compensation shall be taxable wages, and Stanearth will be responsible for all applicable income taxes.

- d. Stanearth shall be eligible to participate in the City's dental and vision insurance plans under the same terms and conditions applicable to other eligible employees.
 - e. Stanearth shall be eligible to participate in the City's Health Savings Account plan under the same terms and conditions applicable to other eligible employees.
 - f. If Stanearth elects future participation in the City's medical plan, enrollment requirements must be followed, and the additional compensation shall immediately cease upon enrollment.
 - g. If Stanearth is not actually enrolled in the City's health insurance plan upon the occurrence of an otherwise qualifying event, COBRA coverage will not be available.
6. In recognition of Stanearth's education and experience in local government administration, Stanearth shall be credited with 4.615 hours vacation leave accumulated on a pro-rated basis per pay. Stanearth shall accrue, and have credited to his personal account, sick leave at the same rate as other general employees of Sunbury.
7. In the event Stanearth is terminated before expiration of the aforesaid term of employment without cause and during such time that Stanearth is willing and able to perform his duties under this agreement, then in that event Sunbury agrees to pay Stanearth a lump sum cash payment equal to three months' salary and a lump sum payment equivalent to all accrued vacation and sick leave benefits at Stanearth highest rate of pay during his term of Sunbury employment.
8. Termination for cause shall be immediate in the event of Stanearth's conviction of any illegal act, i.e. refusal to comply, conviction of fraud, embezzlement, involving personal gain to himself, not carrying out provisions of agreement, etc. Sunbury shall have no obligation to pay any severance designated in this Section except for accrued vacation. Termination with cause shall require notice and process pursuant to the applicable employment provisions of Chapter 139 of the Codified Ordinances of Sunbury.
9. The Manager and Stanearth shall meet at least annually to evaluate and assess performance of Stanearth in meeting or progressing towards the goals formally adopted by the Manager. Goals will be set in _____ of each year with progress assessed in _____ of each year.
10. Stanearth shall be entitled to reimbursement for all expenses which are pre-approved in writing by the Manager. This will include costs associated with professional association memberships, including attendance at conferences, workshops, educational courses, etc., directly related to the work of Sunbury Assistant City Manager.
11. During his employment as Sunbury Assistant City Manager, Stanearth shall not hold other employment unless approved by the City Manager.
12. This written Agreement contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing its execution and delivery except such representations as are specifically set forth in this writing and the parties acknowledge that they have relied on their own judgment in entering into the same, The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other.

13. It is agreed that no waiver or modification of this Agreement or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be valid except by a duly executed writing.
14. The parties agree that it is their intention and covenant that this Agreement and performance under it and all suits and special proceedings relating to it be construed in accordance with and under and pursuant to the laws of the State of Ohio, and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with or by reason of this Agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.
15. The terms and provisions of this agreement are joint and several, and the invalidity of any part shall not affect the validity of the remainder of the agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in Sunbury, Ohio this ____ day of _____, 2026

Sean Staneart

THE CITY OF SUNBURY
An Ohio Municipal Corporation

By: _____
Daryl Hennessy, City Manager

APPROVED AS TO FORM:

David J. Brehm, Director of Law

CERTIFICATION OF FUNDS:

Dana Steffan, Director of Finance